

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

CHEROKEE
ACQUISITION

In re:

CELSIUS NETWORK LLC, et al.,

Debtors

Chapter 11

No. 22-10964 (MG)

(Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2) of the Federal Rules of Bankruptcy Procedure of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferor:

Name of Transferee:

NovaWulf Digital Management, LP

NovaWulf Digital Parallel Master Fund, L.P.

Name and Address where notices and payments to transferee should be sent:

Name and Address where notices and payments to transferee should be sent:

**NovaWulf Digital Management, LP
Attn: Michael Abbate
9 Federal Street
Easton, MD 21601**

**NovaWulf Digital Parallel Master Fund, L.P.
Attn: Michael Abbate
9 Federal Street
Easton, MD 21601**

Schedule/Claim No.	Creditor Name	Amount	Debtor	Case No.
Claim No. 2966	NovaWulf Digital Management, LP	\$814,607.71	Celsius Network LLC	22-10964
Claim No. 7179	NovaWulf Digital Management, LP	\$814,607.71	Celsius Network Inc.	22-10965
Claim No. 7182	NovaWulf Digital Management, LP	\$814,607.71	Celsius Network Limited	22-10966
Claim No. 7175	NovaWulf Digital Management, LP	\$814,607.71	Celsius KeyFi LLC	22-10967
Claim No. 7178	NovaWulf Digital Management, LP	\$814,607.71	Celsius Mining LLC	22-10968
Claim No. 7183	NovaWulf Digital Management, LP	\$814,607.71	Celsius Networks Lending LLC	22-10969
Claim No. 7177	NovaWulf Digital Management, LP	\$814,607.71	Celsius Lending LLC	22-10970
Claim No. 7184	NovaWulf Digital Management, LP	\$814,607.71	Celsius US Holding LLC	22-10971

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I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 
Transferee/Transferee's Agent

Date: October 19, 2022

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

EVIDENCE OF TRANSFER OF CLAIMS

Annex B

TO: United States Bankruptcy Court ("Court")
Southern District of New York

AND TO:

Debtor: Celsius Network LLC	Case Number: 081-22-10964 (MG)
	Claim #: 2966
Debtor: Celsius Network Inc.	Case Number: 081-22-10965 (MG)
	Claim #: 7179
Debtor: Celsius Network Limited	Case Number: 081-22-10966 (MG)
	Claim #: 7182
Debtor: Celsius KeyFi LLC	Case Number: 081-22-10967 (MG)
	Claim #: 7175
Debtor: Celsius Mining LLC	Case Number: 081-22-10968 (MG)
	Claim #: 7178
Debtor: Celsius Networks Lending LLC	Case Number: 081-22-10969 (MG)
	Claim #: 7183
Debtor: Celsius Lending LLC	Case Number: 081-22-10970 (MG)
	Claim #: 7177
Debtor: Celsius US Holding LLC	Case Number: 081-22-10971 (MG) Claim #: 7184
All above-referenced debtors each a " <u>Debtor</u> " and, collectively, the " <u>Debtors</u> ")	All above-referenced cases each a " <u>Case</u> " and, collectively, the " <u>Cases</u> ")

NovaWulf Digital Management, LP, assignee of BVeeder RD LLC ("Seller"), for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby unconditionally and irrevocably sell, transfer and assign unto: NovaWulf Digital Parallel Master Fund, L.P., its successors and assigns ("Buyer"), all rights, title and interest in and to each Claim of Seller, including all rights: (a) of reclamation and all administrative priority claims, and any cure payments made on account of Seller in each Cases; (b) to any proof(s) of claim filed; (c) in and to any secured claim, collateral or any liens held by Seller; (d) to vote on any question relating to any Claim in any Case; (e) to cash, interest, principal, securities or other property in connection with any Case; and (f) to any amounts listed on Debtors' schedules, in the principal amount of \$814,607.71 ("Claim"), which represents 100% of the total claim amount of \$814,607.71, against Debtors in the Court, or any other court with jurisdiction over Debtors' Cases.

Seller hereby waives: (a) any objection to the transfer of the claims to Buyer on the books and records of Debtors and the Court; and (b) any notice or right to a hearing as may be imposed by Federal Rule of Bankruptcy Procedure 3001, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges, understands, agrees, and hereby stipulates that an order of the Court may be entered without further notice to Seller transferring the claims to Buyer and recognizing Buyer as the sole owner and holder of the Claims.


Buyer does not assume and will not be responsible for any obligations or liabilities of Seller related to or in connection with any Claims or any Case. You are hereby directed to make all future payments and distributions free and clear of all setoffs and deductions, and to give all notices and other communications in respect of the claims to Buyer.

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IN WITNESS WHEREOF, each of the undersigned have duly executed this Evidence of Transfer of Claims by their duly authorized representative dated October 19, 2022.

NOVAWULF DIGITAL MANAGEMENT, LP

By: NOVAWULF DIGITAL MANAGEMENT GP, LLC its
General Partner

By: 
Name: Michael Abbate
Title: Member

NOVAWULF DIGITAL PARALLEL MASTER FUND, L.P.

By: NOVAWULF DIGITAL GENPAR, L.P., its
general partner

By: NOVAWULF DIGITAL MGP, LTD., its
general partner

By: 
Name: Michael Abbate
Title: Authorized Signatory